

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THE PHOENIX INSURANCE COMPANY, a
foreign insurer,

Plaintiff,

vs.

VECA ELECTRIC & TECHNOLOGIES,
LLC, a Washington Limited Liability
Company; JSA INVESTMENT LLC, a
Washington Limited Liability Company;
JOSEPH R. AMEDSON and JANE DOE
AMEDSON, individually and the marital
community comprised thereof;

Defendants.

No. 2:23-cv-944

**THE PHOENIX INSURANCE
COMPANY'S NOTICE OF
VOLUNTARY DISMISSAL WITH
PREJUDICE AND WITHOUT COSTS
PURSUANT TO FED. R. Civ. P.
41(a)(1)(A)(i)**

PLEASE TAKE NOTICE that pursuant to Fed. Rule Civ. P. 41(a)(1)(A)(i), The Phoenix Insurance Company (Phoenix) hereby voluntarily dismisses all claims against defendants Veca Electric & Technologies, LLC, JSA Investment LLC, and Joseph R. Amedson and Jane Doe Amedson (hereinafter collectively referred to as "Defendants") in this action with prejudice and without fees or costs to any party.

In pertinent part, Fed. R. Civ. P. 41(a)(1) provides as follows:

(a) Voluntary Dismissal

(1) *By the Plaintiff*

(A) *Without Court Order*. Subject to Rules 23(e), 23.1(c), 23.2 and 66 and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing:

(i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment; . . .
. . .

(B) *Effect*. Unless the notice or stipulation states otherwise, the dismissal is without prejudice. . . .

Fed. R. Civ. P. 41(a)(1)

A plaintiff has an absolute right to a voluntary dismissal under Rule 41(a)(1) prior to the time the defendant serves an answer or files a motion for summary judgment and the dismissal becomes effective upon filing of the notice. *Concha v. London*, 62 F.3d 1493, 1506 (9th Cir. 1995). A court order is not required. *Id.*

Here, Phoenix is entitled to voluntarily dismiss the claims against Defendants with prejudice because Defendants have neither answered nor filed a motion for summary judgment. Further, because the issues between Phoenix and Defendants have been resolved through a settlement agreement, Phoenix hereby provides notice that the dismissal is **with prejudice** and without costs or fees to Phoenix and/or Defendants.

DATED this 16th day of August 2023.

LEATHER LAW GROUP

/s/ Thomas Lether

Thomas Lether, WSBA #18089

/s/ Eric J. Neal

Eric J. Neal, WSBA #31863

1848 Westlake Avenue N, Suite 100

Seattle, WA 98109

P: (206) 467-5444/F: (206) 467-5544

tlether@letherlaw.com

eneal@letherlaw.com

Counsel for The Phoenix Insurance Company